Bangalore Water Supply and Sewerage Board

Executive Engineer (MIS),
7th Floor Cauvery Bhavan, Bangalore-09

The Work of Supply and installation of Interactive display to the Board Hall.

(Through KP-procurement Portal Only)
https://www.kppp.karnataka.gov.in

Office of the Executive Engineer,
Management Information system Division
Bangalore Water Supply & Sewerage Board
7th Floor, Cauvery Bhavan, Bangalore-09

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BANGALORE WATER SUPPLY AND SEWERAGE BOARD
Office of the Executive Engineer MIS,
7th Floor Cauvery Bhavan
BANGALORE – 560 009

Short Term Tender Notification
INVITATION FOR TENDER
(Only Through KP-Procurement Process)

TENDER REFERENCE(IFT No)	:	The Work of Supply and installation of Interactive display to the Board Hall. No. BWSSB/EMS/MS-1/AE/ 244 /2024-25 Dt.:08-01-25	
PERIOD TO ACCESS TENDER DOCUMENT/FORM	:	From: 13/01/2025	To: 20/01 /2025
LAST DATE AND TIME FOR RECEIPT OF TENDERS	:	Dt: 13/01/2025 at 3.00 PM	
TIME AND DATE OF OPENING OF TENDERS	:	Dt: 21/01/2025 at 4.00 PM	
PLACE OF OPENING OF TENDERS	:	Office of the Executive Engineer(MIS) Bangalore Water Supply & Sewerage Board, 7th Floor, Cauvery Bhavan, Bangalore-09	
ADDRESS FOR COMMUNICATION	:	Office of the Executive Engineer(MIS), Bangalore Water Supply & Sewerage Board, 7th Floor, Cauvery Bhavan, Bangalore-09	

ExecutiveEngineer(MIS)
BWSSB

BANGALORE WATER SUPPLY AND SEWERAGE BOARD
Office of the Executive Engineer (MIS)
7th Floor Cauvery Bhavan
BANGALORE – 560 009

INVITATION FOR TENDER (IFT)

(ITEM WAR TENDER)(Only Through KP-Procurement Process)

IFT No.BWSSB/EMS/MS-1/AE/ /2024-25 Dt.: .2025

1. The **Executive Engineer (MIS),** invites tender from eligible tenderers, for The Work of Supply and installation of Interactive display to the Board Hall as shown in Table below through KP-procurement process with single stage tender procedure of the KTPP Act. The details regarding their qualification to take the tender (as detailed in ITT Clause 4) and the price tender shall be uploaded in the website of the e-procurement wizard. The Tenderers are advised to note the minimum qualification criteria specified in Clause 3 of the Instructions to Tenderers (ITT) to qualify for award of the contract
2. Tender documents may be downloaded through the KP-procurement website www.kppp.karnataka.gov.in from **13/01/2025 to 20/01/2025** through KPP-portal only**.** Interested Tenderers may obtain further information at the Office of e-procurement. Tenderers will be issued a password and authorized for accessing the tender document in the website with URL: **www.kppp.karnataka.gov.in**
3. The Bidders can download the e-tender document using their user ID–password, by accessing **www.kppp.karnataka.gov.in** where electronic tender form is provided. Additional information related to e-tender process can be obtained through the above-mentioned website. The electronic tender will be evaluated as two stage Tender system by opening the Technical details first and financial portion of the eligible Tenderers later.
4. Tenderers must furnish Earnest Money Deposit specified for the work in the Table below. Earnest Money Deposit will have to be paid through any one of the forms OTC, NEFT, DEBIT CARD and CREDIT CARD through e-portal only.

5. Last Date for the submission of queries online through website is **16/01/2025 at 3.00 PM**
6. The last date for uploading of completed tender document is on **20/01/2025 at 3.00 PM**

Sl. No	Name of work	Tender Processing Fee(Rs.)	Approx. Amount put to tender (Excluding GST)	E.M.D in Or Bid Security Rs (2% on estimated cost)	Period of completion	Eligibility Criteria during last 5 years (2019-20,2020-21, 2021-22, 2022-23, 2023-24)	
						Turnover (Achieved in at least 2 financial years an average annual financial turnover of)	**Performance & Work Qualification**
1	2	3	4	5	6	7	8
1	Work of Supply and installation of Interactive display to the Board Hall	As Per KP-Procurement Portal	**Rs. 50,45,793/-** (Rupees Fifty-Two lakhs Ninety-Five thousand Seven Hundred and Ninety Three only/-)	**Rs. 1,21,000/-**	2 months	**Rs. 1,19,32,000/-**	i) As prime contractor should have satisfactorily completed at least 1 similar works of not less than **Rs. 29,83,000/-** ii) Should have executed the similar work Contract in any of the government department. iii) The tenderer should be on OEM or submit MAF. iV) contractor should have completed work of supply and installation of interactive display in last five years.

7. The bids will be opened at the office mentioned in para no.12 **21/01/2025** at 16.00 hrs in the presence of bidders or their authorized representatives. If the bid opening day remains as public holiday, bids will be opened on the next working day at the original stipulated time.

8. Bidders can access tender documents from the website and upload the required details; those are mentioned in different sections in the bid document in to electronic tender box on the website. Scanned documents those are required to be furnished as per Section 2, 3 & 4 of the bid document shall be submitted through e-portal (procurement) preferably in **PDF** format for clear vision.

9. The cost of the tender document once paid will not be refunded.

10. The successful bidder would be required to furnish performance bank guarantee of 5% of the contract amount plus additional security for unbalanced bid amount from a Nationalized / Scheduled Indian Bank, with jurisdiction at Bangalore as specified in the clause no.24 of ITT, towards guarantee for completion of work within the stipulated period.

i. Liquid assets and/or availability of credit facilities of not less then Rs. 17,89,800/-(credit line/ letter of credit/ Certificate from Banks for meeting the fund requirement etc).

ii. Assessed available tender capacity = (A x N x 2.5) – B>**59.66 Lakhs**

A= Maximum value of similar works executed in any one year during the last five years taking into account the completed as well as works in progress
N = Number of years
B = Value of on-going works

11. Form of tender is mandatory to upload in KPP-procurement portal, failing which the tender will be rejected.

12. Duly signed Form of Tender and demonstrated AATC should be uploaded by the tenderer, failing which the tender will be rejected.

13. The cost of the tender document once paid will not be refunded.

14. Applications / requisitions from joint venture Firms are not acceptable.

15. Bangalore Water Supply and Sewerage Board reserve the right to cancel or annul the entire or part of this process of invitation at any time without assigning any reason.

16. For any additional information regarding the above tender, the firms who are interested to quote, may contact office of the undersigned at the office address given below on all working days during office hours 10.30 hours to 17.00 hours.

The Executive Engineer (MIS),
Bangalore Water Supply and Sewerage Board
7th Floor, Cauvery Bhavan, Kempe Gowda Road,
Bangalore – 560009, Karnataka, India.
Phone: +91-9686500594

17. Other details can be found in the tender documents.

18. List of documents to support qualification of bidder is to be uploaded to the KPP-Procurement portal, website**www.kppp.karnataka.gov.in**

19. Bidders shall submit offers that comply with the requirements of the bid document, **including the basic technical design as indicated in the flowcharts and specifications**. Alternatives will not be considered. The attention of the bidders is drawn to clause 22 in section 2 regarding the rejection of the bids, which are not substantially responsive to the requirement of the bid document.

20. Corrigendum/Addendum/Modification/corrections, if any, will be published in the Web site only.

Sd/-
Executive Engineer(MIS)
Management Information System Division
BWSSB

SECTION 2: INSTRUCTIONS TO TENDERERS (ITT)

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A. General

1. Scope of Tender

1.1 The **Executive Engineer Management Information System,**(Referred to as Employer in these documents) invites tenders following Two Cover Karnataka public-procurement process, from eligible Tenderers, for The Work of Supply and installation of Interactive display to the Board Hall. (as defined in these documents and referred to as "the work") detailed in the Table given in the Invitation for Tenders (IFT).

The scope of the work includes the following:-

i. Supply and installation of Audio and Video Conferencing Equipment's.

ii. Supply and installation of Cabling for Audio and Video equipment's.

iii. Testing of the devices and handing over the documents related to supplied equipment's.

2. Eligible Tenderers

2.1 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Government of Karnataka.

2.2 **Tenders from Joint ventures are not acceptable.**

3. Qualification of the Tenderer & Tender Capacity:

3.1 All Tenderers shall provide the requested information accurately and in sufficient detail.

3.2 To qualify for award of this contract, each Tenderer in its name should have in the last five years **i.e. 2019-20,2020-21, 2021-22, 2022-23, 2023-24**

a) Achieved in at least 2 financial year annual turnover of **Rs. 119.32/- Lakhs**
b) Satisfactorily completed as prime contractor / OEM/MAF, at least one similar work of not less than of **29.83 Lakhs.**
c) Should have executed the similar Contract in any of the Government Department.
d) The tenderer should have the local office and the tenderer should upload the GST certificate.
e) The tenderer should hold the PAN/MSME/GST/VAT certificate of Karnataka.
f) Tenderer should mandatorily upload Balance Sheet duly signed by chartered accountant along with UDIN Number.
g) Tenderer should mandatorily upload Turn Over Statement of last five years period duly signed by chartered accountant along with UDIN Number

h) Tenderer should mandatorily upload Profit & Loss statement duly signed by chartered accountant along with UDIN Number.

i) Details of the bidder: Company Information shall be furnished. Bidder should have a head office/Regional office in Bengaluru.

j) The bidder should submit OEM/Manufacturer Authorization form (MAF)-MAF Issued by OEM for this tender, for each of the line of items, to the bidder/authorized dealer/ SI (System Integrated) should be submitted.

k) Under taking by OEM/Bidder: The End of Life of the Products quoted supplied shall be a minimum of 3 years and the license/ software license shall be valid for the warranty period. The OEM shall submit an undertaking towards the guarantee of service support and supply of spares for minimum next 5 years from the date of supply/installation (whichever occurs later).

l) Bidder should have an office / Regional office at Bengaluru, and also shall have good service & technical support at Bangalore and at least 1 revenue regions of the state and minimum four service representative at headquarters for qualifying technically.

m) The OEM & Bidder shall provide a toll-free number for online-dedicated Product support center.

n) All systems and components must comply with ISO Standard /CE/ FCC/ UL/ BIS certifications or requisite Certificates if any to meet the compliance of Government Orders / Circulars / Notifications / LAW. BIS certificate should be in the name of quoted OEM factory only. Copy of relevant certificates is mandatory.

o) OEM should have CMMI level-3/ISO-9001 or Higher certification. Copy of relevant certificates is mandatory.

3.3 Liquid assets and/or availability of credit facilities of not less than **Rs.17,89,800/-** (credit line/ letter of credit/ Certificate from Banks for meeting the fund requirement etc).

3.4 Tenderers who meet the above specified minimum qualifying criteria, will only be qualified, if their available tender capacity is more than the total tender value. The available tender capacity will be calculated as:

Assessed available tender capacity = (A*N*2.5 - B)>59.66 Lakhs

Where

A = Maximum value of similar works executed in any one year during the last five years (updated to 2024-25 price level) taking into account the completed as well as works in progress.

N = Number of years prescribed for completion of the works for which tenders are invited.

B = Value, at 2024-25 price level, of existing commitments and on-going works to be completed during the next **1 year** (period of completion of the works for which Tenders are invited)

Note: The statements showing the value of existing commitments and on-going works as well as the stipulated period of completion remaining for each of the works listed should be countersigned by the Employer in charge, not below the rank of an Executive Engineer or equivalent.

3.4 Even though the Tenderers meet the above criteria, they are subject to be disqualified if they have:

- Made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or
- Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.; and/or
- Participated in the previous Tender for the same work and had quoted unreasonably high tender prices and could not furnish rational justification.

B. Tender documents

4. Content of Tender documents

4.1 The set of tender documents shall have all the Sections given in Page 3:

4.2 Both the sets should be completed and returned with the tender.

5. Amendment of Tender documents

5.1 Before the deadline for submission of tenders, the Employer may modify the tender documents by issuing addenda.

5.2 Any addendum thus issued shall be part of the tender documents and shall be uploaded in the e-procurement web-portal.

5.3 To give prospective Tenderers reasonable time in which to take an addendum into Account in preparing their tenders, the Employer shall extend as necessary the Deadline for submission of tenders, in accordance with Clause 12.2 below.

C. Preparation of Tenders

6. Documents comprising the Tender

6.1 The tender submitted in KP- procurement web-portal by the Tenderer shall contain the documents as follows:

(a) Scanned copy of Earnest Money Deposit.
(b) The Tender (in the format indicated in Section 3).

(c) Qualification Information Form & Documents if applicable; and any other

Materials required for completing and submitting by tenderers in accordance with these instructions. **The documents listed under Sections 3, 5 and 7(BOQ) shall be filled in without exception.**

7. Tender prices

7.1 The contract shall be for the whole works as described in Sub-Clause 1.1, based on the priced Bill of Quantities submitted by the Tenderer (section 7).

7.2 The Tenderer shall fill in rates and prices and line-item total (both in figures and words) for all items of the Works described in the Bill of Quantities along with total tender price (both in figures and words).

Items for which no rate or price is entered by the Tenderer will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities. Corrections, if any, shall be made by crossing out, initialing, dating and rewriting.

7.3 All duties, taxes, and other levies payable by the contractor under the contract, or for any other cause, shall be included in the rates, prices and total Tender Price submitted by the Tenderer.

7.4 The rates and prices quoted by the Tenderer shall be fixed for the duration of the Contract and shall not be subject to adjustment on any account.

8. Tender validity

8.1 Tenders shall remain valid for a period not less than **ninety days** after the deadline date for tender submission specified in Clause 12. A tender valid for a shorter period shall be rejected by the Employer as non-responsive.

8.2 In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the Tenderers may extend the period of validity for a specified additional period. The request and the Tenderers' responses shall be made in writing or by cable. A Tenderer may refuse the request without forfeiting his earnest money deposit. A Tenderer agreeing to the request will not be required or permitted to modify his tender, but will be required to extend the validity of his earnest money deposit for a period of the extension, and in compliance with Clause 9 in all respects.

9. Earnest Money Deposit (EMD)

9.1 Earnest Money Deposit only through e-procurement portal only.

9.2 Instruments having fixed validity issued as earnest money deposit for the tender shall be valid for 45 days beyond the validity of the tender.

9.3 Any tender not accompanied by an acceptable earnest money deposit and not secured as indicated in Sub-Clauses 9.1 and 9.2 above shall be rejected by the Employer as non-responsive.

9.4 The earnest money deposit of unsuccessful Tenderers will be returned within 30 days of the end of the tender validity period specified in Sub-Clause 8.1.

9.5 The earnest money deposit of the successful Tenderer will be discharged when the Tenderer has signed the Agreement and furnished the required Performance Security.

9.6 The Earnest money deposit may be forfeited:

a) If the Tenderer withdraws the Tender after tender opening during the period of tender validity;
b) If the Tenderer does not accept the correction of the Tender Price, pursuant to Clause 19; or
c) In the case of a successful Tenderer, if the Tenderer fails within the specified time limit to
   (i) Sign the Agreement; or
   (ii) Furnish the required Security deposit.

10. Format and signing of Tender

10.1 The completed bid comprising of documents should be uploaded in the e-procurement portal along with scanned copies of requisite certificates those are mentioned in different sections in the bid document and scanned copy of Bid Security / EMD.

10.2 All the documents should be uploaded in e-procurement portal. Tenderer should take a print out of the declaration letter provided in the website on company letter head and should sign, stamp and upload the same to the tender.

10.3 The tender shall contain no alterations or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the Tenderer, in which case such corrections shall be initialed by the person signing the Tender.

D. Submission of Tenders

11. Up-loading & submission of tenders.

11.1 The tenders should be uploaded only through e-procurement portal Tender should contain

a. All the documents with required details in prescribed format; those are mentioned in different sections in the Tender. Form of Tender, Declaration statement regarding Customs/ Excise duty exemption for materials/ construction equipment brought to site as mentioned in Section 2, etc., shall be downloaded, filled with required details, signed, scanned& uploaded to the kp-procurement portal (www.kppp.karnataka.gov.in).

b. The above documents along with notarized copies of documentary evidences as indicated in Section-II ITT, Section– III Qualification information & Section IV Forms of Tender shall be scanned and uploaded to the website compulsorily, failing which tender will be rejected in view of incomplete bid documents.

B. Financial Tender consisting of Bill of Quantities:

The Tenderer shall download the bill of quantities and key in the rates (in figures only) in the Bill of Quantities sheet and upload the same file on to the website on or before the time and date indicated in notification /section – I IFT.

Note:

1. URL of the website for tender submission through e-portal **www.kppp.karnataka.gov.in**

2. The details related to submission of tenders, downloading/uploading of documents or other details are available in the help wizard, Contractor manual & FAQ of above website.

12. **Deadline for submission of the Tenders**

12.1 Tenders must upload all the tender documents in the e-procurement portal no later than **Upto_____ Hrs**. In the event of the specified date for the submission of tenders being changed/ postponed by the Employer due to unforeseen circumstances, the corrigendum will be issued in the news paper& the deadline for submission of tenders will be intimated accordingly.

12.2 The Employer may extend the deadline for submission of tenders by issuing an amendment/corrigendum in accordance with **Clause 5**, in which case all rights and obligations of the Employer and the Tenderers previously subject to the original deadline will then be subject to the new deadline.

13. Late Tenders

13.1 Any Tender received by the Employer after the deadline prescribed in **Clause 12** will be returned unopened to the tender.

14. Modification and Withdrawal of Tenders

14.1 Tenderers may modify and withdraw their tenders multiple numbers of times, until the deadline for submission of tenders by operating the relevant provision made in KPP-procurement. If the tenderer withdraws the tender before the deadline for submission of tenders and later if he is interested to submit the tender once again, may do so within the stipulated date & time as mentioned in Clause 12. In this case within the stipulated date and time, the tenderer can once again submit the requisition to the officer inviting tenders for access to withdrawn tender document for resubmission. For this tenderer need not make any additional payment towards the cost of tender document. Communication of modification/withdrawal by other means will not be accepted.

14.2 Deleted.

14.3 No Tender may be modified/accepted after the deadline for submission of Tenders.

14.4 Withdrawal or modification of a Tender between the deadline for submission of Tenders and the expiration of the original period of Tender validity specified in **Clause 8.1** above or as extended pursuant to **Clause 12.2** may result in the forfeiture of the earnest money deposit pursuant to Sub- **Clause 9.6.**

14.5 Tenderers may offer discounts for individual items by simply modifying the quoted unit price in the Bill of Quantities. Also, Tenderer may enter their overall discount, at specified location in the Bill of Quantities only, by submitting tender modifications in accordance with this clause. Communication of discount by other means will not be accepted

E. Tender opening and Evaluation

15. Opening of Tenders:

15.1 The Employer will open the technical details of all the Tenders received (except those withdrawn), including modifications made pursuant to **Clause 12**, in the presence of the Tenderers or their representatives on ---------- after **16:00 hrs**. In the event of the specified date of Tender opening being declared a holiday for the Employer, the Tenders will be opened at the appointed time and location on the next working day.

15.2 WITHDRAWAL proposal submitted pursuant to clause 14 shall be read out first and their bids shall not be opened.

15.3 The Tenderers names, the presence or absence of earnest money deposit (amount, format and validity), the submission of qualification information and such other information as the Employer may consider appropriate will be announced by the Employer at the opening.

15.4 The Employer shall prepare minutes of the Tender opening, including the information disclosed to those present in accordance with Sub-Clause 15.3.

16. Process to be confidential

16.1 Information relating to the examination, clarification, evaluation, and comparison of Tenders and recommendations for the award of a contract shall not be disclosed to Tenderers or any other persons not officially concerned with such process until the award to the successful Tenderer has been announced. Any effort by a Tenderer to influence the Employer's processing of Tenders or award decisions may result in the rejection of his Tender.

17. Clarifications of Tenders

17.1 To assist in the examination, evaluation, and comparison of Tenders, the Employer may, at his discretion, ask any Tenderer for clarification of his Tender, including breakdowns of unit rates. The request for clarification and the response shall be in writing or by cable, but no change in the price or substance of the Tender shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Tenders in accordance with Clause 20.

17.2 Subject to sub-clause 17.1, no Tenderer shall contact the Employer on any matter relating to its Tender from the time of the Tender opening to the time the contract is awarded. If the Tenderer wishes to bring additional information to the notice of the Employer, it should do so in writing.

17.3 Any effort by the Tenderer to influence the Employer in the Employer’s Tender evaluation, Tender comparison or contract award decisions may result in the rejection of the Tenderers’ Tender.

18. Examination of Tenders and determination of responsiveness

18.1 Prior to the detailed evaluation of Tenders, the Employer will determine whether each Tender (a) meets the eligibility criteria defined in Clause 2; (b) has been properly signed; (c) is accompanied by the required earnest money deposit and; (d) is substantially responsive to the requirements of the Tender documents

18.2 A substantially responsive Tender is one which conforms to all the terms, conditions, and specifications of the Tender documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Works; (b) which limits in any substantial way, inconsistent with the Tender documents, the Employer's rights or the Tenderer's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other Tenderers presenting substantially responsive Tenders.

18.3 If a Tender is not substantially responsive, it will be rejected by the Employer and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

19. Correction of errors

19.1 Tenders determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows:

(a) Where there is a discrepancy between the rates in figures and in words, the lower of the two will govern: and
(b) Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.

19.2 The amount stated in the Tender will be adjusted by the Employer in accordance with the above procedure for the correction of errors and, with the concurrence of the Tenderer, shall be considered as binding upon the Tenderer. If the Tenderer does not accept the corrected amount the Tender will be rejected, and the earnest money deposit may be forfeited in accordance with Sub-Clause 9.6 (b).

20. Evaluation and comparison of Tenders

20.1 The Employer will evaluate and compare only the Tenders determined to be substantially responsive in accordance with Clause 18.

20.2 In evaluating the Tenders, the Employer will determine for each Tender the evaluated Tender Price by adjusting the Tender Price as follows:

a) Making any correction for errors pursuant to Clause 19; and

b) Making appropriate adjustments to reflect discounts or other price modifications offered in accordance with Sub Clause 14.5.

20.3 The Employer reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, and alternative offers and other factors, which are in excess of the requirements of the Tender documents or otherwise result in unsolicited benefits for the Employer, shall not be taken into account in Tender evaluation.

Award of Contract

21. Award criteria

21.1 Subject to Clause 23, the Employer will award the Contract to the Tenderer whose Tender has been determined to be substantially responsive to the Tender documents and who has offered the lowest evaluated Tender Price, provided that such Tenderer has been

determined to be (a) eligible in accordance with the provisions of Clause 2, and (b) qualified in accordance with the provisions of Clause 3.

22. Employer's right to accept any Tender and to reject any or all Tenders

22.1 Notwithstanding Clause 21, the Employer reserves the right to accept or reject any Tender, and to cancel the Tender process and reject all Tenders, at any time prior to the award of Contract, without thereby incurring any liability to the affected Tenderer or Tenderers or any obligation to inform the affected Tenderer or Tenderers of the grounds for the Employer's action.

23. Notification of award and signing of Agreement

23.1 The Tenderer whose Tender has been accepted will be notified of the award by the Employer prior to expiration of the Tender validity period by cable, telex, e-mail or facsimile confirmed by registered letter. This letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") will state the sum that the Employer will pay the Contractor in consideration of the execution, completion, and maintenance of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").

23.2 The notification of award will constitute the formation of the Contract, subject only to the furnishing of Security deposit in accordance with the provisions of Clause 24.

23.3 The Agreement will incorporate all agreements between the Employer and the successful Tenderer. It will be kept ready for signature of the successful Tenderer in the office of Employer within 7 days following the notification of award along with the Letter of Acceptance. Within 7 days of receipt, the successful Tenderer will sign the Agreement and deliver it to the Employer.

23.4 Upon furnishing by the successful Tenderer of the Performance Security, the Employer will promptly notify the other Tenderers that their Tenders have been unsuccessful.

24 Security deposit

24.1 Within 7 days of receipt of the Letter of Acceptance, the successful Tenderer shall deliver to the Employer a Security deposit in any of the forms given below for an amount equivalent to 5% of the Contract price plus additional Security for unbalanced tender.

- Cash or
- Banker’s cheque/Demand draft,/Pay Order in favor of the **Executive Engineer (MIS), BWSSB ,** payable at ***Bangalore*** or

- **A Bank Guarantee in the form given in section 8**

24.2 The security deposit if furnished in cash or demand draft can, if requested, be converted to interest bearing securities at the cost of the contractor.

24.3 Failure of the successful Tenderer to comply with the requirements of Sub-Clause 24.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the earnest money deposit.

25. Corrupt or Fraudulent practices

25.1 The GOK requires that the Tenderers/Suppliers/Contractors, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, GOK :

(a) will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

(b) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a GOK contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a GOK contract. 25.2

Furthermore, Tenderers shall be aware of the provision stated in sub-clause 43.2 of the Conditions of Contract.

SECTION3: FORMS OF TENDER, AND QUALIFICATION INFORMATION

PAGE NO

-FORM OF TENDER 18

-QUALIFICATION INFORMATION 19-20

-LETTER OF ACCEPTANCE 21

- ISSUE OF NOTICE TO PROCEED WITH THE WORK 22

- AGREEMENT FORM 23

Form of Tender

Description of the Works: The Work of Supply and installation of Interactive display to the Board Hall**.**

Tender
To:
The Executive Engineer,
Management Information System Division ,
7th Floor Cauvery Bhavan,
BWSSB, Bangalore-560009.

Sir/ Madam,

We offer to execute the Works described above in accordance with the Conditions of Contract accompanying this Tender for the Contract Price of _____ [in figures] (_____) [in letters].

This Tender and your written acceptance of it shall constitute a binding contract between us. We understand that you are not bound to accept the lowest or any tender you receive.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely “Prevention of Corruption Act 1988”.

We hereby confirm that this Tender complies with the Tender validity and Earnest money deposit required by the Tender documents.
We attach herewith our current income-tax clearance certificate.

Yours faithfully,

Authorized Signature:

Name & Title of Signatory:

_____
Name of Tenderer _____
Address: ----------

Qualification Information

The Following form is to be downloaded, particulars are to be filled, scanned and uploaded by the Bidder, to **website: www.kppp.karnataka.gov.in** along with the Bid.

Note: The detailed procedure for downloading/uploading the documents will be available in Help Wizard, Contractor manual & FAQ of the above mentioned website.

The information to be filled in by the Tenderer here under will be used for purposes of computing Tender capacity as provided for in Clause 3 of the Instructions to Tenderers. This information will not be incorporated in the Contract.

1.1 Constitution or legal status of Tenderer [Attach copy] (Attach Copy)
Place of Registration _____
(Attach Copy)
Principal place of business: _____

1.2 Total value of
Works executed and payments received in the
last five years (in Rs. Lakhs) 2019 - 20_____
2020 - 21 _____
2021 - 22_____
2022 - 23_____
2023-24 _____

1.3 Work performed as Prime Contractor (in the same name) on works of similar nature over during the five years specified in 1.2 above.

Project Name	Name of the Employer	Description of Work	Contract Number	Value of Contract Rs. In Lakhs	Date of issue of Work Order	Specified Period of Completion	Actual Date of Completion	Remarks explaining reasons for delay in completion of work
1	2	3	4	5	6	7	8	9

1.4. Information on works for which Tenders have been submitted and works which are yet to be completed as on the date of this Tender.

(A) Existing commitments and on-going works:

Description of work	Place & State	Contract No. & Date	Name & Address of Employer	Value of Contract (Rs. Lakhs)	Stipulated period of Completion	Value of Works remaining to be complete (Rs. Lakhs)	Anticipated Date of Completion
1	2	3	4	5	6	7	8

Description of work	Place & State	Name & Address of Employer	Estimated Value of Works (Rs. Lakhs)	Stipulated Date period of Completion	Date When decision is expected	Remarks if any
1	2	3	4	5	6	7

(B) Works for which Tenders already submitted:

1.5 Deleted

1.6 Reports on the financial standing of the tenderer, such as profit and loss statements and auditor's reports for the last five years;

1.7 Qualification and experience of the key technical and management personnel in permanent employment with the tenderer and those that are proposed to be deployed on this contract, if awarded.

1.8 Name, address, and telephone, telex, and fax numbers of the Tenderers bankers who may provide references if contacted by the Employer.

Letter of Acceptance

(letter head paper of the Employer)

_____[date]

To:

_____[name and address of the Contractor]

Dear Sirs,

This is to notify you that your Tender dated _____ for execution of the _____ [name of the contract and identification number, as given in the Instructions to Tenderers] for the Contract Price of Rupees —— _____ (_____) [amount in words and figures], as corrected and modified in accordance with the Instructions to Tenderers is hereby accepted by our Agency.

You are hereby requested to furnish Security deposit, in the form detailed in Clause 24.1 of ITT for an amount of Rs.——————— within 7 days of the receipt of this letter of acceptance valid up to 30 days from the date of expiry of Defects Liability Period i.e. up to _____ and sign the contract, failing which action as stated in Para 24.3 of ITT will be taken.

Yours faithfully,

Authorized Signature
Name and Title of Signatory
Name of Agency

Issue of Notice to proceed with the work

(letter head of the Employer)

——————— (date)
To
————————————————— (name and address of the Contractor)
—————————————————
—————————————————
Dear Sirs:

Pursuant to your furnishing the requisite security deposit as stipulated in ITT Clause 24.1 and signing of the contract agreement for the construction of ————————[name of the contract] a Tender Price of Rs.———————, you are hereby instructed to proceed with the execution of the said works in accordance with the contract documents.

Yours faithfully,

(Signature, name and title of signatory authorized to sign on behalf of Employer)

Agreement Form

This agreement, made the _____day of _____20_____, between_____ _____[name and address of Employer] (hereinafter called "the Employer") of the one part and _____ _____ _____ ___ __ _____[name and address of contractor] (hereinafter called "the Contractor") of the other part.

Whereas the Employer is desirous that the Contractor execute _____ _____ _____ _____[name and identification number of Contract] (hereinafter called "the Works") and the Employer has accepted the Tender by the Contractor for the execution and completion of such Works and the remedying of any defects therein at a contract price of Rupees.....

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement, words and expression shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to, and they shall be deemed to form and be read and construed as part of this Agreement.
2. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all aspects with the provisions of the Contract.
3. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying the defects wherein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
4. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:
   i) Letter of Acceptance;
   ii) Notice to proceed with the works;
   iii) Contractor's Tender;
   iv) Contract Data;
   v) Conditions of contract (including Special Conditions of Contract);
   vi) Specifications;
   vii) Bill of Quantities; and

viii) Any other document listed in the Contract Data as forming part of the contract.

In witness whereof the parties thereto have caused this Agreement to be executed the day and year first before written.

The Common Seal of _____
was hereunto affixed in the presence of:
Signed, Sealed and Delivered by the said _____
_____

in the presence of:
Binding Signature of Employer _____
Binding Signature of Contractor _____

SECTION 4:

CONDITIONS OF CONTRACT

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Conditions of Contract

A. General

1. Definitions

1.1 Terms which are defined in the Contract Data are not also defined in the Conditions of Contract but keep their defined meanings. Bold letters are used to identify defined terms.

Bill of Quantities means the priced and completed Bill of Quantities forming part of the Tender.

Compensation events are those defined in Clause 34 hereunder.

The **Completion Date** is the date of completion of the Works as certified by the Employer in accordance with Sub Clause 38.1.

The **Contract** is the contract between the Employer and the Contractor to execute, complete and maintain the Works. It consists of the documents listed in Clause 2.2 below.

The **Contract Data** defines the documents and other information which comprise the Contract.

The **Contractor** is a person or corporate body whose Tender to carry out the Works has been accepted by the Employer.

The **Contractor's Tender** is the completed Tender document submitted by the Contractor to the Employer.

The **Contract price** is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.

Days are calendar days; months are calendar months.

A **Defect** is any part of the Works not completed in accordance with the Contract.

The **Defects liability period** is the period named in the Contract Data and calculated from the Completion Date.

The **Employer** is the party who will employ the Contractor to carry out the Works.

Equipment is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.

The **Initial Contract price** is the Contract Price listed in the Employer's Letter of Acceptance.

The **Intended Completion Date** is the date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date is specified in the Contract Data. The Intended Completion Date may be revised only by the Employer by issuing an extension of time.

Specification means the Specification of the Works included in the Contract and any modification or addition made or approved by the Employer.

The **Start Date** is given in the Contract Data. It is the date when the Contractor shall commence execution of the works. It does not necessarily coincide with any of the Site Possession Dates.

A **Subcontractor** is a person or corporate body who has a Contract with the Contractor to carry out a part of the work in the Contract which includes work on the Site.

A **Variation** is an instruction given by the Employer which varies the Works.

The **Works** are what the Contract requires the Contractor to construct, install, and turn over to the Employer, as defined in the Contract Data.

2. Interpretation

2.1 In interpreting these Conditions of Contract, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Employer will provide instructions clarifying queries about the Conditions of Contract.

2.2 The documents forming the Contract shall be interpreted in the following order of priority:

(1) Agreement
(2) Letter of Acceptance, notice to proceed with the works
(3) Contractor’s Tender
(4) Contract Data
(5) Conditions of Contract
(6) Specifications
(7) Drawings (N/A)
(8) Bill of quantities and
(9) Any other document listed in the Contract Data as forming part of the Contract.

3. Law governing contract

3.1 The law governing the Contract is the Laws of India supplanted by the Karnataka Local Acts.

4. Employer's decisions

4.1 Except where otherwise specifically stated, the Employer will decide contractual matters between the Employer and the Contractor.

5. Delegation

5.1 The Employer may delegate any of his duties and responsibilities to other people after notifying the Contractor and may cancel any delegation after notifying the Contractor.

6. Communications

6.1 Communications between parties which are referred to in the conditions are effective only when in writing. A notice shall be effective only when it is delivered (in terms of Indian Contract Act).

7. Subcontracting

7.1 Deleted

8. Other Contractors

8.1 The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities, and the Employer.

9. Personnel

9.1 The Contractor shall employ the technical personnel (of number and qualifications) as may be stipulated by BWSSB from time to time during the execution of the work. The technical staff so employed shall be available at site as may be stipulated by the Employer.

9.2 If the Employer asks the Contractor to remove a person who is a member of the Contractor’s staff or his work force stating the reasons, the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the work in the Contract.

10. Employer’s and Contractor's risks

10.1 The Employer carries the risks which this Contract states are Employer’s risks, and the Contractor carries the risks which this Contract states are Contractor’s risks.

11. Employer's risks

11.1 The Employer is responsible for the excepted risks which are (a) in so far as rebellion, riot commotion or disorder or (b) a cause due solely to the design of the Works, other than the Contractor’s design.

12. Contractor’s risks

12.1 All risks of loss of or damage to physical property and of personal injury and death which arise during and in consequence of the performance of the Contract other than the excepted risks are the responsibility of the Contractor.

13. Queries about the Contract Data

13.1 The Employer will clarify queries on the Contract Data.

14. Contractor to construct the Works (N/A)

14.1 Deleted.

15. The Works to be completed by the Intended Completion Date

15.1 The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the program submitted by the Contractor, as updated with the approval of the Employer, and complete them by the Intended Completion Date.

16. Safety

16.1 The Contractor shall be responsible for the safety of all activities on the Site.

17. Discoveries

17.1 Anything of historical or other interest or of significant value unexpectedly discovered on the Site is the property of the Employer. The Contractor is to notify the Employer of such discoveries and carry out the Employer's instructions for dealing with them.

18. Possession of the Software

18.1 The Employer shall give the Source code to the Contractor. If Source code is not given by the date stated in the Contract Data the Employer is deemed to have delayed the start of the relevant activities and this will be Compensation Event.

19. Access to the Software

19.1 The Contractor shall allow the Employer and any person authorized by the Employer access to the software, to any place where work in connection with the Contract is being carried out or is intended to be carried out and to any place.

20. Instructions

20.1 The Contractor shall carry out all instructions of the Employer which comply with the applicable laws where the Site is located.

B. Time Control

21. Program

21.1 Within the time stated in the Contract Data the Contractor shall submit to the Employer for approval a Program showing the general methods, arrangements, order, and timing for all the activities in the Works.

21.2 The Employer's approval of the Program shall not alter the Contractor's obligations. The Contractor may revise the Program and submit it to the Employer again at any time. A revised Program is to show the effect of Variations and Compensation Events.

22. Extension of the Intended Completion Date

22.1 The Employer shall extend the Intended Completion Date if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date.

22.2 The Employer shall decide whether and by how much to extend the Intended Completion Date within 21 days of the Contractor asking the Employer for a decision upon the effect of a Compensation Event or Variation and submitting full supporting information.

23. Delays ordered by the Employer

23.1 The Employer may instruct the Contractor to delay the start or progress of any activity within the Works.

24. Management meetings

24.1 The Employer may require the Contractor to attend a management meeting. The business of a management meeting shall be to review the progress achieved and the plans for remaining work.

24.2 The responsibility of the parties for actions to be taken is to be decided by the Employer either at the management meeting or after the management meeting and stated in writing to be distributed to all who attended the meeting.

C. Quality Control

25. Identifying defects

25.1 The Employer shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Employer may instruct the Contractor to search for a Defect and to uncover and test any work that the Employer considers may have a Defect

26. Tests

26.1.1 If the Employer instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples. If there is no Defect the test shall be a Compensation Event.

27. Correction of defects

27.1 The Employer shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion and is defined in the Contract Data. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.

27.2 Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the length of time specified by the Employer's notice.

28. Uncorrected defects

28.1 If the Contractor has not corrected a Defect within the time specified in the Employer's notice, the Employer will assess the cost of having the Defect corrected, and the Contractor will pay this amount.

D. Cost Control

29. Bill of Quantities (BOQ)

29.1 The BOQ shall contain list of items, for which Comprehensive Annual Maintenance work to be done by the Contractor.

29.2 The BOQ is used to calculate the Contract Price. The Contractor is paid for the quantity of the work done at the rate in the BOQ for each item

30. Variations

30.1 The Employer shall have power to order the Contractor to do any or all of the following as considered necessary or advisable during the progress of the work by him

(a) Increase or decrease of any item of work included in the Bill of Quantities (BOQ);
(b) Omit any item of work;
(c) Change the character or quality or kind of any item of work;
(d) Change the levels, lines, positions and dimensions of any part of the work;
(e) Execute additional items of work of any kind necessary for the completion of the works; and
(f) Change in any specified sequence, methods or timing of construction of any part of the work.

30.2 The Contractor shall be bound to carry out the work in accordance with any instructions in this connection, which may be given to him in writing by the Employer and such alteration shall not vitiate or invalidate the contract.

30.3 Variations shall not be made by the Contractor without an order in writing by the Employer, provided that no order in writing shall be required for increase or decrease in the quantity of an item appearing in the BOQ so long as the work executed conforms to the approved drawings.

30.4 The Contractor shall promptly request in writing the Employer to confirm verbal orders and the officer issuing oral instructions shall confirm it in writing within 30days, failing which the work shall be carried out as though there is no variation. In case variation is approved, it shall be accompanied by BOQ, failing which the contractor shall be responsible for deviation, if any. Further, approval of the Board has to be obtained for the variation exceeding 5%.

31. Payments for Variations

31.1 Payment for increase in the quantities of an item in the BOQ up to 25% of that provided in the Bill of Quantities shall be made at the rates quoted by the Contractor.

31.2 For quantities in excess of 125% of the tendered quantity of an item as given in the BOQ, the Contractor shall be paid at the rate entered in or derived from in the Schedule of Rates (applicable for the area of the work and current at the time of award of contract) plus or minus the overall percentage of the original tendered rates over the current Schedule of Rates prevalent at the time of award of contract.

31.3 If there is no rate for the additional, substituted or altered item of the work in the BOQ, efforts would be made to derive the rates from those given in the BOQ or the Schedule of Rates (applicable for the area of the work and current at the time of award of contract) and if found feasible the payment would be made at the derived rate for the item plus or minus the overall percentage of the original tendered rates over the current Schedule of Rates prevalent at the time of award of contract

31.4 If the rates for additional, substituted or altered item of work cannot be determined either as at 31.1 or 31.2 or 31.3 above, the Contractor shall be requested to submit his quotation for the items supported by analysis of the rate or rates claimed, within 7 days.

31.5 If the Contractor's quotation is determined unreasonable, the Employer may order the Variation and make a change to the Contract Price which shall be based on Employer’s own forecast of the effects of the Variation on the Contractor's costs.

31.6 If the Employer decides that the urgency of varying the work would prevent a quotation being given and considered without delaying the work, no quotation shall be given and the Variation shall be treated as a Compensation Event.

31.7 Under no circumstances the Contractor shall suspend the work on the plea of non-settlement of rates for items falling under this Clause.

32. Submission of bills for payment

32.1 The payment will be made after completion of every quarter (period of 3 months). The selected firm shall submit invoice quarterly and the payment after deducting applicable TDS and any other taxes will be released.

32.2 The Employer shall check the Contractor's bill and determine the value of the work executed which shall comprise of (i) value of the quantities of the items in the BOQ completed and (ii) valuation of Variations and Compensation Events.

32.3 The Employer may exclude any item paid in a previous bill or reduce the proportion of any item previously paid in the light of later information.

33. Payments

33.1 Refer to the F special condition no.21 The Contractor shall be liable to pay liquidated damages for shortfall in progress. For Progress beyond the agreed programme, payment is subject to availability of the grants.

33.2 Items of the Works for which no rate or price has been entered in will not be paid for by the Employer and shall be deemed covered by other rates and prices in the Contract.

34. Compensation events

34.1 The following are Compensation events unless they are caused by the Contractor:

(a) The Employer does not give access to a part of the Site by the Site Possession Date stated in the Contract Data.
(b) The Employer orders a delay or does not issue drawings, specifications or instructions required for execution of works on time.
(c) The Employer instructs the Contractor to uncover or to carry out additional tests upon work, which is then found to have no Defects.
(d) The Employer gives an instruction for dealing with an unforeseen condition, caused by the Employer, or additional work required for safety or other reasons.
(e) The effect on the Contractor of any of the Employer’s Risks.
(f) The Employer unreasonably delays issuing a Certificate of Completion.
(g) Other Compensation Events listed in the Contract Data or mentioned in the Contract.

34.2 If a Compensation Event would cause additional cost or would prevent the work being completed before the Intended Completion Date, the Contract Price shall be increased and/or the Intended Completion Date is extended.

The Employer shall decide whether and by how much the Contract Price shall be increased and whether and by how much the Intended Completion Date shall be extended.

34.3 As soon as information demonstrating the effect of each Compensation event upon the Contractor's forecast cost has been provided by the Contractor, it is to be assessed by the Employer and the Contract Price shall be adjusted accordingly. If the Contractor's forecast is deemed un reasonable, the Employer shall adjust the Contract Price based on Employer’s own forecast. The Employer will assume that the Contractor will react competently and promptly to the event.

34.4 The Contractor shall not be entitled to compensation to the extent that the Contractor not having given early warning or not having cooperated with the Employer adversely affects the Employer's interests.

35. Tax

35.1 The rates quoted by the Contractor shall be deemed to be inclusive of the sales and other taxes that the Contractor will have to pay for the performance of this Contract. The Employer will perform such duties in regard to the deduction of such taxes at source as per applicable law.

36. Liquidated damages

36.1 The Contractor shall pay liquidated damages to the Employer at the rate per day stated in the Contract Data for each day that the Completion Date is later than the Intended Completion Date (milestone as stated in the Contract Data). The total amount of liquidated damages shall not exceed the amount defined in the Contract Data. The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages does not affect the Contractor's liabilities.

36.2 If the Intended Completion Date is extended after liquidated damages have been paid, the Employer shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment of bill.

37. Cost of Repairs:

37.1 Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Correction periods shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts or omissions.

E. Finishing the Contract

38. Completion

38.1 The Contractor shall request the Employer to issue a Certificate of Completion of the Works and the Employer will do so upon deciding that the Work is completed.

39. Taking over

39.1 The Employer shall take over the updated source code and the data should be backed up within seven days of issuing a certificate of Completion.

40. Final account

40.1 The Contractor shall supply to the Employer a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Employer shall issue a Defect Liability Certificate and certify any final payment that is due to the Contractor within 90 days of receiving the Contractor's account if it is correct and complete. If it is not, the Employer shall issue within 90 days a schedule that states the scope of the corrections or additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Employer shall decide on the amount payable to the Contractor and make payment within 60 days of receiving the Contractor’s revised account.

41. User Manuals

41.1 If User manuals are required, the Contractor shall supply them by the dates stated in the Contract Data.

41.2 If the Contractor does not supply the User Manuals by the dates stated in the Contract Data, or they do not receive the Employer’s approval, the Employer shall withhold the amount stated in the Contract Data from payments due to the Contractor.

42. Termination

42.1 The Employer may terminate the Contract if the other party causes a fundamental breach of the Contract.

42.2 Fundamental breaches of Contract include, but shall not be limited to the following:

(a) The Contractor stops work for 45 days when no stoppage of work is shown on the current Program and the stoppage has not been authorized by the Employer;
(b) The Contractor becomes bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
(c) The Employer gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Employer;
(d) The Contractor does not maintain a security which is required;
(e) The Contractor has delayed the completion of works by the number of days for which the maximum amount of liquidated damages can be paid as defined in the Contract data; and
(f) If the Contractor, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in the executing the Contract.

For the purpose of this paragraph : “corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution. “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Tenderers (prior to or after Tender submission) designed to establish Tender prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition.”

42.3 When either party to the Contract gives notice of a breach of contract to the Employer for a cause other than those listed under Sub Clause 42.2 above, the Employer shall decide whether the breach is fundamental or not.

42.4 Notwithstanding the above, the Employer may terminate the Contract for convenience.

42.5 If the Contract is terminated the Contractor shall stop work immediately, make the source code, software safe and secure, Backup the data

43. Payment upon Termination

43.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Employer shall prepare bill for the value of the work done less advance payments received up to the date of the bill, less other recoveries due in terms of the contract, less taxes due to be deducted at source as per applicable law and less the percentage to apply to the work not completed as indicated in the Contract Data. Additional Liquidated Damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Contractor the difference shall be a debt payable to the Employer.

43.2 If the Contract is terminated at the Employer's convenience or because of a fundamental breach of Contract by the Employer, the Employer shall prepare bill for the value of the work done, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works and less advance payments received up to the date of the certificate, less other recoveries due in terms of the contract, and less taxes due to be deducted at source as per applicable law and make payment accordingly.

44. Property

44.1 All materials on the Site, Software, Last updated source code, Temporary changes and Data backups are deemed to be the property of the Employer, if the Contract is terminated because of a Contractor’s default.

45. Release from performance

45.1 If the Contract is frustrated by any event entirely outside the control of either the Employer or the Contractor the Employer shall certify that the Contract has been frustrated. The Contractor shall make the source code, software safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which commitment was made

F. Special Conditions of Contract

1. Labour:

The Contractor shall, unless otherwise provided in the Contract, make his own arrangements for the engagement of all staff and labour, local or other, and for their payment, housing, feeding and transport.

The Contractor shall, if required by the Employer, deliver to the Employer a return in detail, in such form and at such intervals as the Employer may prescribe, showing the staff and the numbers of the several classes of labour from time to time employed by the Contractor on the Site and such other information as the Employer may require.

2. Compliance with labour regulations:

During continuance of the contract, the Contractor shall abide at all times by all existing labour enactments and rules made there under, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or the Central Government or the local authority. The Contractor shall keep the Employer indemnified in case any action is taken against the Employer by the competent authority on account of contravention of any of the provisions of any Act or rules made there under, regulations or notifications including amendments. If the Employer is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the prevailing notifications/bye laws/Acts/Rules/regulations including amendments, if any, on the part of the Contractor, Employer shall have the right to deduct any money due to the Contractor including his amount of security deposit. The Employer shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Employer.

The employees of the Contractor and the Sub-Contractor in no case shall be treated as the employees of the Employer at any point of time.

3. Safety guidelines: Annexure-A:

Jurisdiction of Courts Arbitration: The sitting of arbitration shall be held at Bangalore only and nowhere else.

Dispute of any kind arising out of the contract shall be resolved within the jurisdiction of Bangalore City only and the parties agree and clearly understand that the courts tribunals situated at Bangalore Metropolitan City have exclusive jurisdiction for the redressal of the disputes arising out of the contract and at no other place.

The parties further agree and understand that the place or places of issue of bank guarantee other than Bangalore will have no jurisdiction to resolve dispute of any kind relating to enforcement of the bank guarantees submitted by the contractor at Bangalore for the execution of the contract at Bangalore.

The contractor shall comply with all the legal requirements in the matter of Employment of workmen and provide all safety gadgets to the workmen while working in the hazards place or conditions during the execution of the contract.

Contractor shall be fully responsible in the event of death of employee/workman during the execution of the work and liable to pay adequate compensation to the dependents of employee/workman as per law.

On his/their failure, if the Board is made to pay compensation the same shall be recovered by the Board from the contractor out of the amounts due to the contractor or by appropriate legal action.

If death of any employees occurs during execution of work due to negligence of contractor, the contract will be liable for termination.

In the event of such termination, the employer may consider blacklisting of firm after due notice.

In case of any death or accident the contract will be cancelled after following due process.

The Board will be entitled to claim exemplary damaged from the contractor in case of death of any work man/employees of the contractor in any of the BWSSB works as it damages the reputation of the Board.

4. Protection of Environment:

The contractor shall take all reasonable steps to protect the environment on and off the Site and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as a consequence of his methods of operation. During continuance of the contract, the contractor and his sub-contractors shall abide at all times by all existing enactments on environmental protection and rules made there under, regulations, notifications and bye-laws of the State or Central Government, or local authorities and any other law, bye-law, regulations that

may be passed or notification that may be issued in this respect in future by the State or Central Government or the local authority.

5.Payment Terms:

Sl. No	Description	Payment
1	On supply of materials	75 % of the BoQ item.
2	On Installation of materials	20% of the BoQ item
3	After completion of 18 months of warranty period	2.5% of the BoQ item
4	After completion of another 18 months of warranty period	2.5% of the BoQ item

Note: The warranty period will start from the day of issue of completion certificate.

SECTION 5: CONTRACT DATA

Items marked "N/A" do not apply in this Contract. The following documents Clause Reference are also Part of the Contract:

The Employer is :

Name: Executive Engineer, Management Information System Division
[1.1]
Address: 7th Floor, Cauvery Bhavan, BWSSB
Kempegowda Road, Bangalore- 560009

Name of authorized Representative:
Executive Engineer, (MIS)
7th Floor, Cauvery Bhavan, BWSSB
Kempegowda Road, Bangalore- 560009

The name and identification:
Number of the Contract is: The Work of Supply and installation of Interactive display to the Board Hall.
[1.1]

The Works consist of Supply and installation of Audio and Video Conferencing Equipment's with required Cabling for Audio and Video equipment's. Testing of the devices and handing over the documents along with warranty cards, inbuilt software licenses related to supplied equipment's.

The start date shall be the date of issue of notice to proceed with the work.
[1.1]

The Intended Completion Date for the subject work is:
Two months for Supply and installation of Audio and Video Conferencing Equipment's with required Cabling for Audio and Video equipment's. Testing of the devices from start date followed by 3 years as warranty period.
[15, 22]

The following documents also form part of the Contract: Sub-Clause 2.2 of section 4(Conditions of Contract)
[2.2]

The Site Possession Date is: N/A
[18]

The Site is located at: CAUVERY BHAVAN, BWSSB, K.G ROAD, BANGALORE-560001.
The Defects Liability Period is **1 year from the date of completion of work**.

[27]

The liquidated damage for the whole of the works is:

Rs.0.1% of the contract price (amount) per day

The maximum amount of liquidated damages for the whole of the works [36]
is **ten percent** of final contract price.

The date by which "User Manuals" in 5 sets are required is within 30 days of issue of certificate of completion [41]

The following events shall also be fundamental breach of the contract: [42.2]

1. The contractor has contravened Sub-clause 7.1 and Clause 9 of CC.
The percentage to apply to the value of the work not completed representing the Employer's additional cost for completing the Works shall be 30 percent. [43.1]

2. In case the contractor fails to execute the work & same will be executed with other contractor. [43]

Office of the Executive Engineer (MIS),
Bangalore Water Supply & Sewerage Board,
7th Floor, Cauvery Bhavan,
Bangalore-09.

SECTION 6: BILL OF QUANTITIES

Sl. No.	Item Description	Unit	Qty	Amount
1	98-inch IFPD with Android 13, 8GB RAM & 128GB Storage with OPS i5 12th Gen 8GB RAM 512GB ROM	No	1	
2	65-inch LED TV (GST 28%) with floor stand	No	1	
3	Full HD 20X Optical Zoom PTZ Camera, simultaneous outputs through HDMI, USB 3.0, IP, 3G-SDI, Audio In and controllable via RS232/422 and IP.	No	1	

4	HDMI to USB capture card	No	1	
5	Camera ceiling mount 4ft + 2 ft.	No	1	
6	4-Port True 4K HDMI Splitter	No	1	
7	Microflex Boundary microphones.	No	15	
8	Audio mixer signal processor with 8in 8out analog and 16in/out YDIF on RJ45 64in/Out through DANTE	No	1	
9	EXi8 input expander convert analog microphone/line audio to digital and transmits the signal using Yamaha's YDIF format	No	4	
10	Ceiling speaker 6.5" cone woofer with a 0.75" soft dome tweeter(PAIR)			
11	Power Amplifiers · 2x 500W at 8Ω · 2x 800W at 4Ω · Newly developed Class D amplifier engine with a custom LSI · Flexible onboard PEQ, crossover, filters	No	1	
12	CAT6 LAN 100m Cables	No	1	
13	5M HDMI Cable	No	3	
14	20M AOC cable	No	3	
15	10M AOC cable	No	1	
16	100 meter Professional 2 Core Audio cable	No	2	
17	100 meter Professional 2 Core Speaker cable	No	1	
18	15M USB 3.1 Gen1 Extender	No	1	
19	USB Extender M-F 10 meters	No	2	
20	4Port USB 3.0 Hub	No	1	
21	18U Rack for Equipment’s	No	1	
22	Cables and connectors	No	1	
23	Installation and commissioning charges	Job	1	

Note:

(1) Item for which no rate or price has been entered in will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities (refer: ITB Clause 7.2 and CC Clause 33.2).

(2) Unit rates and prices shall be quoted by the Tenderer in Indian Rupees.

(3) Where there is a discrepancy between the rate in figures and words, the lower of the two will govern. [ITB Clause 19.1(a)]

(4) Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by quantity, the unit rate quoted shall govern [ITB Clause 19.1 (b)]

FORMAT OF BANK GUARANTEE FOR SECURITY DEPOSIT

To:
Executive Engineer

WHEREAS _____ (hereinafter called "the Contractor") has undertaken, in pursuance of Contract No. _____ dated _____ to execute The work of Design development, deployment of web application and mobile app for MIS reports for the template provided by BWSSBAND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a tot_____, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____ as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed there under or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until 30 days from the date of expiry of the Defects Liability Period.

Signature and seal of the guarantor _____
Name of Bank _____
Address _____
Date _____

98inch INTERACTIVE DISPLAY: QTY-1	
Parameters	Minimum Specification
Panel Technology	IPS
Back Light Unit	Direct
Touch - Reponse Time	5ms
Aspect Ratio	16:09
Monitor Dimension	2244 × 1323 × 91mm
Resolution	3840×2160
Refreshing Frequency	60Hz
Display Color	1.07B
Bit Rate	10bit
NTSC Gamut	72%
Contrast Ratio	1200:1
Viewing Angle	178°(H/V)
Brightness with glass(min)	440 cd/m²
Surface Treatment(Haze)	25%
Operation Time	16 X 7
Life Time	50,000hrs
System Version	Android 13.0
RAM	8GB
ROM	64GB
CPU	Quad core A55
GPU	Mali G52MP2
BONDING	ZERO BONDING
Sensing Type	Infrared Recognition
Touch Recognition	Finger, Passive stylus
Touch Point	40
Touch - Protection Glass Thickness	4T (Anti-Glare)
Supporting OS	Windows 7/8/10/Linux/Mac/Android (Linux/Mac Support one point touch)
Audio Output	1
Output Power	2×15W
Power Supply	100-240V, 50/60Hz
Power Off/DPM	≤0.5W
Power Consumption (Typ/Max)	395W/610W
Touch - Available object size for touch	Ø2 mm ↑ .
Touch - Accuracy	±1.5mm
Touch - Protection Glass	88%

Transmission	
Wi-Fi	802.11a/b/g/n/ac/ax (WiFi 6)
Bluetooth	Bluetooth 5.0
DMS	Yes
Input	HDMI (3, HDCP2.2), RGB (1, VGA), Audio In, RS232C IN, RJ45(LAN), USB3.0 Type A (4), USB2.0 Type A(1), USB Type-C(1, USB-PD, DP-Alt,)
Output	DP Out (HDMI Out), Audio Out (1, Optical 1(SPDIF)), Touch USB (2), RJ45(LAN)
RJ45 Gigabit LAN	1
Power Cord	1
HDMI Cable	1
USB Touch Cable (Type A-B)	1
Remote Control	1
Writing Stylus	2
Wall Mount Bracket	1
Operation Temperature	0°C ~ 40°C
Operation Humidity	10% ~ 90%RH
Storage Temperature	-20°C ~ 60° C
Storage Humidity	10% ~ 90%RH
PC Module	YES
Wireless Module	YES
Certifications	YES (CB / NRTL) (FCC Class "A" / CE / KC) (ErP / Energy Star Yes / Yes)
Whiteboard	YES
Wireless Screen Share	YES
Device management System	YES
Broadcast	YES
Qucik Access tool	YES
Features	Background Image (Booting Logo Image), Multi-screen (PIP (1 external source), PBP(1 external source)), Screen Share (Board Share), Power (Smart Energy Saving (Energy Saving))
OPS	i5 12th Gen 8GB RAM 512GB ROM with Windows 10 Pro

65inch PROFESSIONAL DISPLAY: QTY-1			
Sl.no	**Parameter**	**Minimum Specification**	**Compliance**
1.	Screen Size	65 inches Diagonally	
2.	Panel Technology	IPS	
3.	Screen Resolution	3840 x 2160 or better (16:9 aspect ratio)	
4.	Brightness	400 nits or Better	
5.	Inbuilt Speakers	Yes	
6.	Speaker Wattage	10W x 2 or more	
7.	#HDMI Ports	3 or more	
8.	#USB ports	1 or more	
9.	RJ45	Yes	
10.	RF In	Yes	
11.	Duty Cycle	16X7	
12.	Onsite OEM Warranty	3 Years	
13.	Mounting Kit	Wall Mount	
14.	Cisco certified	Display should be verified by Cisco to work with Cisco collaboration devices.	
15.	Certifications	BIS,CB,CU TR or equivalent	
16.	ROHS compliance	Yes	
17.	Accessories	Remote controller, power cord (Indian standard), mounting kit, necessary cables and connectors	

CONFIDENT MONITOR STAND FOR CHAIRMAN DISPLAY: QTY-1		
Parameters	**Minimum Specification**	**Compliance**
Specification	Suitable for 55inch to 65inch Display	
Trolley	Trolley for Confident monitor stand is required with wheels	
PTZ CAMERA FOR VC: QTY-1		
Parameters	**Minimum Specification**	**Compliance**
20x Optical Zoom PTZ Broadcast Camera	SITC of Full HD 1080p @ 60 frames per second PTZ Camera with minimum 20X Optical Zoom and FoV of minimum 57 deg, min 100 Presets. Camera should support simultaneous outputs through Ethernet, HDMI, 3G-SDI & USB 3.0, Audio In and can be controlled via RS232 & 422 In & Out & IP. Panning angle -170° ~ +170°, Tilting angle -30° ~ +90° . The tilting and panning speed of camera should be minimum 200° per second. Camera should support SRT, FreeD Protocol, PoE and Virtual USB Driver. Quoted model should be BIS, CE, FCC & RoHS Certified with Test Lab Reports. Camera Ceiling mount 6feet included	
UHD + USB VIDEO CAPTURE CARD FOR PTZ CAMERA: QTY-1		
Parameters	**Minimum Specification**	**Compliance**
Input Port	1 HDMI (Type A), 1 Analog(3.5mm)	
Output Port	1 HDMI (Type A), 1 USB 3.0(Type B)	
HDMI Compliance	HDMI 2.0	
HDCP Compliance	2.2 bypass	

Input Signal Types	44K@60 8bit YUV 4:4:4	
Output Signal Type	4K@60 8bit YUV 4:4:4(HDMI), 1080p@60(USB capture)	
Maximum Input	HDMI 4096×2160p@60 YUV 4:4:4	
Maximum Output	HDMI 4096x2160p@60 YUV 4:4:4	
Audio	HDMI, Line In (LPCM (8 Channels), Bitstream, High Bit Rate Bitstream, 1 Vrms, S/N Ratio: > 80dB (1kHz with 0dBFS))	
Power Supply	Unit may be powered directly via USB 3.0 (When using USB 2.0, a Y-cable is required to provide additional power)	
Power Consumption	7.15W	
Chassis Material	Metal (Steel)	
Streaming	Supports video timing stabilization to help ensure a reliable and stable USB capture stream	
USB Compliance	Compliance with the UAC (USB Audio Class) and UVC (USB Video Class) standards, allows the unit to support most common capture and video streaming software	
Open Platform S/W	Support for the Free OBS (Open Broadcaster Software) streaming software which is available for Windows PC, macOS and Linux	
4-PORT TRUE 4K HDMI SPLITTER: QTY-1		
Parameters	**Minimum Specification**	**Compliance**
Video Input		
Interfaces	1 x HDMI Type A Female (Black)	
Impedance	100 Ω	
Max. Distance	5m at 4K@60Hz (4:4:4)	
Video Output		
Interfaces	4 x HDMI Type A Female (Black)	
Impedance	100 Ω	

Max. Distance	5m at 4K@60Hz (4:4:4)	
Video		
Max. Data Rate	18Gpbs (6 Gbps Per Lane)	
Max. Pixel Clock	600 MHz	
Compliance	HDMI 2.0 (3D, Deep Color, 4K);	
	HDCP 2.2 Compatible	
Max. Resolution	Up to 4096 x 2160 / 3840 x 2160 @ 60Hz (4:4:4)	
Audio		
Input	1 x HDMI Type A Female (Black)	
Output	4 x HDMI Type A Female (Black)	
Connectors		
Power	1 x DC Jack	
Power Consumption	DC5V:4.84W:23BTU/h	
Environmental		
Operating Temperature	0-40 °C	
Storage Temperature	-20 - 60 °C	
Humidity	0 - 80% RH, Non-Condensing	
Physical Properties		
Housing	Metal	
Weight	0.48 kg (1.06 lb)	
Dimensions (L x W x H)	20.00 x 8.00 x 2.50 cm	
	(7.87 x 3.15 x 0.98 in.)	
BOUNDARY MICROPHONES FOR CONFERENCE ROOM: QTY-15		
Parameters	**Minimum Specification**	**Compliance**
Type	Condenser (electret bias)	
Frequency Response	50 Hz – 17 kHz	
Polar Pattern	Omnidirectional	
Output Impedance	EIA rated at 150 Ω (180 Ω actual)	
LED IN:	Active low (≤1.0 V), TTL compatible. Absolute maximum voltage: –0.7 V to 50 V. SWITCH OUT: Active low (≤0.5 V), sinks up to 20 mA, TTL compatible. Absolute maximum	

	voltage: –0.7 V to 50 V (up to 50 V through 3 kΩ).	
Environmental Conditions	Operating temperature range: – 18° C – 57° C Relative Humidity: 0 – 95%	
Power Requirements	11 – 52 Vdc phantom, 2.0 mA	
Sensitivity	Cardioid: -27.5 dBV/Pa (42.2 mV)	
(at 1 kHz, open circuit voltage; 1 Pascal =	Supercardioid: -26.5 dBV/Pa (47.3 mV)	
94 dB SPL); All settings -12 dB at 0 gain	Omnidirectional: -22.0 dBV/Pa (79.4 mV)	
(internal modification)		
Maximum SPL: 1 kHz at 1% THD, 1 kΩ load; All settings +6 dB at 0 gain (internal modification)	Cardioid: 117.0 dB, Supercardioid: 116.0 dB, Omnidirectional: 111.5 dB	
Equivalent Output Noise A-weighted	Cardioid: 23.0 dB, Supercardioid: 22.0 dB, Omnidirectional: 17.5 dB	
Signal-to-Noise Ratio: referenced at 94 dB SPL at 1 kHz	Cardioid: 71.0 dB, Supercardioid: 72.0 dB, Omnidirectional: 76.5 dB	
Dynamic Range 1 kΩ load at 1 kHz	94.0 dB	
Common Mode Rejection 10 Hz to 100 kHz	45 dB minimum, 10 Hz to 100 kHz	
Preamplifier Output Clipping Level 1% THD	–6 dBV (0.5 V)	
Polarity	Positive sound pressure on diaphragm produces positive voltage on pin 2	
DIGITAL SIGNAL PROCESSOR: Qty-1		
Parameters	**Minimum Specification**	**Compliance**
Type of product	Digital signal processor	
Mix channel	≥8 mic/line 2 stereo,≥ 64-channel Dante ≤18 channel of digital signal	
Input/Output functions and processing	AEC, ANC, AGC, Combiner, Delay, Dynamics, effect, EQ, Fader, Feedback suppressor,	

	FILTER, In/out slot, meter, mixer, oscillator, polarity, router, source selector, speaker processor, speech privacy, TX/RX, Dugan automix	
Frequency response	,+/- 0.5 dB to -1.5dB from 20 Hz to 20 kHz	
Dynamic Range	> 105 dB	
THD	≤ 0.05% to 0.1%	
Crosstalk	,-100 dB (1KHz)	
Channel	2 input, 3 output	
Sampling frequency	≥48kHz/44.1kHz	
LED Indicator	yes	
USB	Third party hardware can accept with USB TYPE-C or inbuilt	
AD/DA USB	32bit or higher	
Sample rate of USB	≥190kHz	
MIC/LINE Extender	yes	
Mix channel of extender	≥8 mic/line with phantom power	
Signal delay	1.9 msec (AD-DA @48kHz)	
Sampling frequency of extender	≥48kHz/44.1kHz	
LED Indicator	yes	
Sampling frequency rate	48kHz/44.1kHz	
Signal delay	1.9 msec (AD-DA @48kHz)	
Total harmonic distortion	“0.05% (+4dBu, Gain: -6dB, 48kHz) 0.1% (+4dBu, Gain: +66dB, 48kHz)” (Measured with a 18dB/Oct filter @80kHz)	
Frequency response	20Hz to 20kHz: max:+0.5dB, min:-1.5dB	
Dynamic range	107dB (typ. Gain: -6dB)	
Crosstalk	-100dB (@1kHz)	
Heat dissipation	55.9kcal/h max	
Power requirements	AC100V-240V 50Hz/60Hz	
Power consumption	65W	

INPUT MIC EXTENDER: Qty-1

Parameters	Minimum Specification	Compliance
Sampling frequency	44.1kHz, 48kHz, 88.2kHz, 96kHz	
Signal delay	Less than 1.3ms INPUT to OUTPUT, connect with DM3, Dante Receive Latency set to 0.25ms (one way), Fs=96kHz; Less than 2.6ms INPUT to OUTPUT, connect with DM3, Dante Receive Latency set to 0.25ms (one way), Fs=48kHz	
Total harmonic distortion	Less than 0.2% +4 dBu@20Hz-20kHz into 600Ω, Gain=+66 dB / Less than 0.05% +4 dBU@20Hz-20kHz into 600Ω, Gain=-6 dB, INPUT to OUTPUT, Fs=88.2kHz, 96kHz; Less than 0.1% +4 dBu@20Hz-20kHz into 600Ω, Gain=+66 dB / Less than 0.05% +4 dBU@20Hz-20kHz into 600Ω, Gain=-6 dB, INPUT to OUTPUT, Fs=44.1kHz, 48kHz *Measured with a -18 dB/octave filter @80kHz	
Frequency response	+0.5, -1.5 dB 20Hz-20kHz, refer to the nominal output level @1kHz, INPUT to OUTPUT	
Dynamic range	108 dB, INPUT to OUTPUT, Gain=-6 dB / 110 dB, DA Converter, Fs 96kHz; 108 dB, INPUT to OUTPUT, Gain=-6 dB / 112 dB, DA Converter, Fs 48kHz	
Equivalent input noise (EIN)	- 128 dBu, Gain=+66 dB, Fs 96kHz, 48kHz *Measured with A-weighting filter	
Residual output noise	-86 dBu, Fs 96kHz / -88 dBu, Fs 48kHz, ST main off *Measured with A-weighting filter	
Phantom power	+48V (per channel; individually settable)	
Crosstalk	-100 dB, adjacent INPUT/OUTPUT channels, Input Gain = -6 dB *Measured with a -30 dB/octave filter @22kHz	

Heat dissipation (per hour)	100-240V, 50/60Hz, 43.5kcal/h	
Power Requirements	100-240V, 50/60Hz	
Power consumption	50W	
Dimensions (W x H x D)	480mm x 88mm x 364mm	
CEILING SPEAKER: Qty-4 PAIRS, Qty: 8 Numbers.		
Parameters	**Minimum Specification**	**Compliance**
Driver	HF-≥6.5" LF-≥0.75	
Type of speaker	2-way	
Frequency range-10dB	≤58Hz - =20kHz (Half-space:2π)	
Coverage	≥105°	
Continuous power	≥145 watts	
Peak power	≥290 watts	
Nominal Impedance	8 ohm	
Transformer Taps	100V- 60W (170Ω), 30W (330Ω), 15W (670Ω), 70V- 60W (83Ω), 30W (170Ω), 15W (330Ω), 7.5W (670Ω)	
Sensitivity	≥85dbspl	
Peak spl	≥105dbspl calculated @1m	
Warranty	7 Years	
Certificate	UL1480, UL2043, NFPA70, CE, EAC, RoHS mandatory	
2-CHANNEL AMPLIFIER : Qty- 1		
Parameters	**Minimum Specification**	**Compliance**
Type of product	Amplifier	
No of channels	2 Channel-Class-D	
Amplifier	low impedance	
Digital transmission capability	required and transmission capable via ethernet	
Input impedance	, ≤10k Ω (unbalanced)≤20k Ω (balanced)	
Processor	Speaker processor, summing, Delay, polarity, preset, Voltage	

	limiter, Thermal amplifier protection, power supply protection,	
Type of connectors	Neutrik, TS, XLR, USB	
LED Indicator	Yes	
Sampling fre+B192:C210quency rate	48kHz	
A/D D/A Converters	AD/DA: 24-bit linear, 128 times over sampling	
Total harmonic distortion	0.1% (1kHz, 10W), 0.3% (1kHz, Half power)	
Frequency response	±1.0dB (1W, 8Ω, 20Hz to 20kHz)	
S/N ratio	100dB (A-weighted, 8Ω, Gain setting = +14dBu)	
Crosstalk	Less than -60dB (Half Power, 8Ω, 1kHz, Vol max input 150Ω shunt)	
8Ω Volume max	32.0dB/+4.1dBu (Gain setting: 32dB), 26.0dB/+10.1dBu (Gain setting: 26dB), 32.1dB/+4dBu (Gain setting: +4dBu), 22.1dB/+14dBu (Gain setting: +14dBu)	
8Ω Volume max /Power Boost mode	35.0dB/+4.1dBu (Gain setting: 32dB), 29.0dB/+10.1dBu (Gain setting: 26dB), 35.1dB/+4dBu (Gain setting: +4dBu), 25.1dB/+14dBu (Gain setting: +14dBu)	
Maximum input voltage	+24dBu	
Input impedance	20kΩ (Balance), 10kΩ (Unbalance)	
Speaker output ports	Neutrik speakON NL4 x2, Binding post x2 pairs, 1/4" PHONE(TS) x2	
Line Input	XLR-3-31 x2, 1/4 "PHONE(TRS) x2	
Others	USB 2.0 Standard-A Connector (Female) for Save/Load, Speaker preset update, Firmware update with USB memory; AC inlet x1 with AC cord clamp	
Indicators	POWER x1 (Green), ALERT x1 (Red), USB x1 (Green), PROTECT x2 (Red), CLIP/LIMIT x2 (Red), SIGNAL x2 (Green); Auto LED off	

	feature	
Processors	Input summing; D-CONTOUR(FOH/MAIN, MONITOR, OFF); Delay(0 - 74msec); HPF/LPF(cutoff frequency 20Hz~20kHz with polarity control); Speaker Processor(6 band PEQ + Limiter + Delay)	
Latency	1.5 msec (Analog Input to Speakers)	
Presets	8 user amplifier presets (Factory preset: Speaker presets for Yamaha passive speakers)	
Load protection	POWER switch on/off: Output mute; Output voltage protection: Over voltage limiter, user configurable by wattage and speaker preset; DC-fault: Power Supply shutdown (NOT restored automatically)	
Amplifier protection	Thermal: Output limiter (Restored automatically) → Output mute (Restored automatically); Over current: Output mute (Restored automatically); Over voltage: Output limiter (Restored automatically); Integrated Power Limit: Output limiter (Restored automatically)	
Power supply protection	Thermal: Output limiter (Restored automatically) → Power supply shutdown; Over voltage: Power supply shutdown; Over current: Power supply shutdown	
Amplifier class	Class D, Balanced output circuit (BTL)	
Cooling	16 step variable speed fan x 2, front to rear airflow	
Power requirements	Depending on area of purchase; 100V 50Hz/60Hz, 120V 60Hz, 220V-240V 50Hz/60Hz *Verified as operating at rated power voltage +/- 10% voltage.	
Power consumption	230W (1/8 MAX power, 4Ω, Pink noise at all channels), 55W (4Ω, Idling)	

20mtrs HDMI AOC CABLE: Qty-3		
Parameters	**Minimum Specification**	**Compliance**
Description	30M High Speed HDMI Cable with Ethernet	
Input Port	HDMI	
Output Port	HDMI	
Max. Resolution	Up to 4096 x 2160@60Hz (4:4:4)	
Max. Distance	20M / 102ft	
Audio	PCM 8-channel, Dolby Digital True HD, DTS-HD Master Audio	
Cable Type	7 x Tinned Copper wire strand & 4 x OM3 Optical Fiber (50/125um)	
Cable Outer Dimension	4.5mm (± 0.2mm)	
Connector Plating	Gold	
Cable Shield Type	Aluminum Foil	
Cable Jacket Type	Zinc Alloy	
Max Data Rate	18Gbps (6 Gbps Per channel)	
Max. Pixel Clock	600 MHz(Max)	
HDCP	2.2	
Video Signal	HDMI (3D, Deep Color, 4K, HDR, ARC) /TMDS / HDCP 2.2 / EDID / CEC	
Operating Temperature	0°C to 50°C	
Flame Rating	UL VW-1 (Flame rate), CSA	
Uni Directional	Supports video transmisson in any direction	
Bend Radius	20mm(Min)	
Bend Swing	Swings 100 times between angles of +/- 90 degrees, at a frequency of 13 Times or more Per Minute	
Insulated Copper Filler	Cotton Filler/Kelvar Filler /AL-Mylar Foil/OM3/Drain Wire	
Weight	0.90Kg	
External Power	No	
Conductor Gauge	26 AWG	

10mtrs HDMI AOC CABLE: Qty-1		
Parameters	**Minimum Specification**	**Compliance**
Description	10M High Speed HDMI Cable with Ethernet	
Input Port	HDMI	
Output Port	HDMI	
Max. Resolution	Up to 4096 x 2160@60Hz (4:4:4)	
Max. Distance	10M / 34ft	
Audio	PCM 8-channel, Dolby Digital True HD, DTS-HD Master Audio	
Cable Type	7 x Tinned Copper wire strand & 4 x OM3 Optical Fiber (50/125um)	
Cable Outer Dimension	4.5mm (± 0.2mm)	
Connector Plating	Gold	
Cable Shield Type	Aluminum Foil	
Cable Jacket Type	Zinc Alloy	
Max Data Rate	18Gbps (6 Gbps Per channel)	
Max. Pixel Clock	600 MHz(Max)	
HDCP	2.2	
Video Signal	HDMI (3D, Deep Color, 4K, HDR, ARC) /TMDS / HDCP 2.2 / EDID / CEC	
Operating Temperature	0°C to 50°C	
Flame Rating	UL VW-1 (Flame rate), CSA	
Uni Directional	Supports video transmission in any direction	
Bend Radius	20mm(Min)	
Bend Swing	Swings 100 times between angles of +/- 90 degrees, at a frequency of 13 Times or more Per Minute	
Insulated Copper Filler	Cotton Filler/Kelvar Filler /AL-Mylar Foil/OM3/Drain Wire	
Weight	0.90Kg	
External Power	No	
Conductor Gauge	26 AWG	
USB MALE TO FEMALE 10MTRS: Qty-2		

Parameters	Minimum Specification	Compliance
Type	USB 3.0	
USB Port Source	1 X USB 3.1 Gen1 Type A Male	
USB Port Destination	1 X USB 3.1 Gen1 Type A Female	
USB Data Rate	5BGPS or More	
USB Extension Cable	1 X Male to Female USB Type A 3.0 Pigtail	
Cable Length	10M	
Daisy Chain	Maximum Distance upto 50M or 5 Level Cascade.	
Multiplatform Support	Windows, Mac, Linux	
Power Adapter	AC Power Adapter	
Active Power Source	Based on the Application the power source should be enabled	
15MTRS USB3.2 Gen1 EXTENDER CABLE: QTY-1		
Parameters	**Minimum Specification**	**Compliance**
Connectors		
USB Port	1 x USB3.2 Gen1 Type A Male	
Downstream	1 x USB3.2 Gen1 Type A Female	
USB Specification	USB3.2 Gen1 / 2.0 / 1.1 for Super / High / Full or Low speed	
Cable Length	15 m	
Data Rate	Up to 5 Gbps	
Environmental		
Operating Temperature	0–40°C	
Storage Temperature	-20–60°C	
Humidity	0-80% RH, non-condensing	
Physical Properties		
Housing	Plastic	
Weight	1.19 kg (2.62 lb)	
Dimensions (L x W x H)	8.19 x 2.22 x 1.75 cm	
4 PORT USB 3.0 HUB : QTY-1		
Parameters	**Minimum Specification**	**Compliance**

Computer Connections	4	
Connectors		
Computer	4 x USB Type B Female (Blue)	
Device	4 x USB Type A Female (Blue)	
Serial	1 x 5-pin Terminal Plug (Green)	
Power	1 x 2-pin 9-24V Terminal Plug (Green)	
Power (Optional)	1 x 12V DC Jack Female (Black)	
Power Consumption	DC12V:0.376W:117BTU/h	
	DC24V:0.48W:117BTU/h	
Power Mode	Terminal Block / DC Jack Power Adapter*	
Port Selection	Remote port selector / Serial command	
LEDs		
Selected	4 (Green)	
Serial	RS422 (Orange)	
	RS485 (Green)	
Cable Length		
USB Cable	2x USB 3.2 Gen 1 Type-B to Type-A Cables 1.2M	
	2x USB 3.2 Gen 1 Type-B to Type-A Cables 1.8M	
Remote Port Selector	1.8 m	
Environmental		
Humidity	0–80% RH, Non-condensing	
Operating Temperature	0–50°C	
Storage Temperature	-20–60°C	
Physical Properties		
Housing	Metal	
Weight	0.51 kg (1.12 lb)	
Dimensions (L x W x H)	20.00 x 8.00 x 2.50 cm	
	(7.87 x 3.15 x 0.98 in.)	

ACCESSORIES/ CABLES /CONNECTORS		
Parameters / Specifications	**QTY**	**Compliance**
Good Quality CAT6 LAN 100m Cables	1	
Good Quality 2 Core shielded Speaker cable	1	
Good Quality 2 Core shielded Audio cable	2	
30M HDMI AOC Optical Fiber cable	1	
USB Extender M-F 10 meters	2	
20M HDMI AOC Optical Fiber cable	3	
10M HDMI AOC Optical Fiber cable	1	
5M HDMI Male to Male Cable	3	
16U Rack for Equipment’s	1	
Cables and connectors (USB patch cables, Audio connectors, HDMI patch cables)	1	
Installation commissioning charges (includes control system programming, Audio DSP)	1	
TERMS AND CONDITIONS		**Compliance**
1) BIDDERS SHOULD PROVIDE OEM CERTIFICATE FOR ALL PRODUCTS		
2) BIDDERS SHOULD PROVIDE COMPLIANCE/ TURNOVER/ PAST PERFORMANCE / ALL NECESSARY REQUESTED PRODUT CERTIFICATES		
3) ESCALATION MATRIX DETAILS SHOULD BE PROVIDE WHILE PARTICIPATING		
4) END TO END CONNECTIVITY SCOPE OF WORK WILL BE UNDER BIDDER		

5) ALL CABLES/ CONNECTORS REQUIRED FOR THE INSTALLATION WILL BE UNDER BIDDER SCOPE	

ANNEXURE–1

Details of the Bidder

To:

Dear Sir,

Sub: The Work of Supply and installation of Interactive display to the Board Hall.

	Name of the firm	
	Office Address	
	Telephone and Fax Number	
	Works Address	
	Telephone and Fax Number	
	Name of the Authorized Signatory of the Tender Phone/ Mobile Phone No. Email ID	
	Name of the Contact person Phone/ Mobile Phone No. Email ID	
	Status of the Bidder (such as Govt. Organization/Undertaking, Public/Private Ltd Co, Partnership Firm, SSI, Dealer/Distributor /Stockiest, etc.)	
	Registration of the bidding Firm/Incorporation of Company/Establishment Registration Details	Registration of Firm/Incorporating of Company/Establishment Registration No ..... and Date.....
	Details of OEM	Name of the OEM: Address of the OEM: Authorization Certificate/ letter No. .....and Date.....valid up to.....
	GST Registration	
	Details of ISO Certificate	No.....Date.....Valid up to.....
	Date:	(Seal & Signature of the Authorized Person of the Bidder)

ANNEXURE – 2

To :

MANUFACTURERS AUTHORIZATION

FORM MAF

Dear Sir,

Sub: The Work of Supply and installation of Interactive display to the Board Hall**.**

No. Dated

Dear Sir:
Ref: .....*Tender number and date.....*

We are established and reputable manufacturers of (name and description of goods offered) having factories at (address of factory) do hereby authorize M/s (Name and address of Agent) to submit a tender, and sign the contract with you for the goods manufactured by us against the above invitation for tender as under:

Sl.	**Description of the product**	**Make**	**Model**	**Country of Manufacture**

We hereby extend our full guarantee and warranty, the terms and Conditions for the goods and services offered for supply by the above firm against this Tender.

We also reiterate that we adhere to the condition laid down in the tender.

We are extending our technical and business support to the Participant/Bidder:
.....name and address.

In the event bidder or vendor failed to discharge its obligations, under RFP / Tender / SLA we undertake to perform its terms by extending support during warranty period.

Yours faithfully,
For.....

(Name, Contact No. Sign, and seal of Authorized signatory of OEM)

ANNEXURE – 3

UNDERTAKING BY

OEM/MANUFACTURERS

To:

Dear Sir,

Sub: The Work of Supply and installation of Interactive display to the Board Hall**.**

(Shall be submitted in case of bidder being either OEM or Authorized Distributor/Dealer)

No. Dated:

Ref: Tender number and date…….

We are established and reputable manufacturers of (name and description of goods offered) having factories at (address of factory) do hereby ensure that there will be no end of Life of the products quoted by us for a minimum **03 years** and we undertake for providing necessary after-sales service/technical support for at least **next 05** years for the products supplied by us/through our authorized distributor M/s (Name and address of Agent).

We are extending our technical and business support to the Participant/Bidder:
……..name and address.

Yours faithfully,
For…….

(Name, Sign, and seal of Authorized signatory of OEM)

ANNEXURE-4

To :

Service Centers In Karnataka - Bidder

Dear Sir,

Sub: The work of supply, installation, commissioning, implementation, Video Conferencing setup.

Sl. No.	Address	Name of the contact person and Phone Number	Services/ Maintenance covering the districts/regions	Total number of Expert service executives working

Details of Complaint Monitoring Process, Escalation of Matrix and Response time details

Escalation Matrix and Response time details in tabular format

(Seal & Signature of the Authorized Signatory by the Bidder)

ANNEXURE – 5

UNDERTAKING BY OEM ON SERVICE SUPPORT

To:
Dear Sir,

Sub: The Work of Supply and installation of Interactive display to the Board Hall**.**

(Shall be submitted by the Bidder, issued by OEM)

No. Dated

Ref: .....*Tender number and date.....*

We are established and reputable manufacturers of (name and description of goods offered) having factories at (address of factory) .....we hereby confirming that we are having our own online-dedicated **Service Support to High Court and District Judiciary Court Complexes of Karnataka State** support center, a fully equipped repair and maintenance office in India at the below-mentioned address and the toll-free number.

We are extending our technical and business support to the Participant/Bidder: .....name and address.

Enclosed Certificate of Incorporation.

Yours faithfully,
For.....OEM
Name
(Signature of the Authorized Signatory, Official Seal of the OEM)

ANNEXURE–6

Undertaking by Participant/Bidder

(vide circular no: FD 455 Exp-12/2020, Dated:10.03.2021, where clarifications issued for the office Memorandum No:F.18/37/2020-PPO, Dtd:08.02.2021) and

(Vide GoI Letter No. F.No. 6/18/2019 – PPD, dtd: 23.07.2020 Order (Public Procurement No. 1 and 2) dated 23.07.2020 & Order (Public Procurement No. 3) dated 24.07.2020 and Circular of GoK vide No. FD 455 Exp-12 2020 Dated: 29.03.2021.

To:

Dear Sir,

Subject: **The** Work of Supply and installation of Interactive display to the Board Hall**.**

1. I/We hereby undertake that,

a) **The** Work of Supply and installation of Interactive display to the Board Hall us comply with the standards of Tender specifications with the required Hardware and Software.

a) The terms and conditions of the RFP tender are part and parcel of this undertaking.

b) We hereby undertake that the products being supplied against this tender are as follows:

I/ We procure raw material, components, sub-assemblies, etc., which are manufactured in land sharing Countries*.

OR

I/ We procure the finished goods procured directly/ indirectly from the vendors of land sharing Countries* with a valid registered certificate with the competent Authority.

c) I/We agree to a minimum Warranty period of 3 years for all the supplies and installations. The Warranty will carry replacement of spare free of cost, service, and maintenance. We agree to provide adequate spares and service support during the period of Warranty.

d) I/We hereby confirm that we have not quoted a higher price than what was offered by Tenderer/OEM in any state in India in the past year, apart

from the escalation of price due to market conditions. In case of an increase in price beyond 5%, we hereby undertake to furnish complete details of brake up prices and cost components substantiating the price variation, as and when required by the tender inviting authority.

e) I/We agree to demonstrate offered types of equipment (hardware, software, and accessories), working principles, features, and functionalities as per the tender specification; on a no-cost basis to confirm meeting the tender specification. We also agree that the papers/designs/drawings/data/photographs/analysis/graphics etc. submitted and presented (both in Hard and soft copies) by us during the technical evaluation will become the property of the Tender inviting authority and we are committed not to share the same with any other third party/departments/organizations for whatever may be the reasons. The Tender inviting authority reserves the right to use such papers/designs/drawings/data/photographs/analysis/graphics for the purpose of implementation of the proposed project as per his discretion, irrespective of the bidder who becomes successful and awarded with the contract.

f) All the statements, documents, testimonials, certificates, etc., uploaded are genuine and the contents thereof are true.

g) I/We hereby undertake that all the components/ parts/ assembly/ equipment's Software etc., used in the equipment from respective OEMs/OSDs are not refurbished/ duplicate/second-hand products.

h) I/We have adequate manpower for installation of the software, technical support team & training the department officials as per Project deliverables.

i) I/We hereby undertake that, we (in case of Authorized Dealers/distributors) will produce a legal agreement between us and the OEM/OSD for a minimum period of five years from the date of award of the contract for the supply of products manufactured by the OEM/OSD as per the specifications, terms of and conditions of the Contract. Failure to produce such an agreement will result in the cancellation of the order.

j) Any of our personnel, representatives, sub-consultants, sub-contractors, service providers, suppliers, and/or their employees will not directly or indirectly, engage in any activity that may intervene, interfere and/or influence the procurement process at any stage.

k) Indemnify and compensate the purchaser from any penalties and costs that may be incurred due to lapse/s on our part including incorrect/misrepresented/forged documents or statements.

l) I/We have not blacklisted/barred in any of the Govt./Private origination from participating in the Tenders or effecting supplies/services OR by Govt E-marketing portal for listing their items due to not meeting critical conditions/security clearance etc. etc during the past.

OR delisted/barred/penalized by the (Government e-Marketing Portal (GeM) for the reasons of not fulfilling or breaching of terms of the Portal as on the date of Tender submission.

m) I/We have read the clauses regarding restrictions on procurement from a bidder of a country that shares a land border with India (GoI Letter No. F.No. 6/18/2019 – PPD, dtd: 23.07.2020 Order (Public Procurement No. 1 and 2) dated 23.07.2020 & Order (Public Procurement No. 3) dated 24.07.2020 and Circular of GoK vide No. FD 455 Exp-12 2020 Dated: 29.03.2021.

i. I/ We certify that we are not from such a country that shares a land border with India and we are eligible to be considered.

Or

I/ We declare that we are from such a country or countries which share a land border with India by procuring only raw material, components, sub-assemblies, etc., from the vendors from countries that share a land border with India.

ii. I/We declare that we have been registered with the Competent Authority
- DPIIT/ BIS / Bill of Entry and certify that, we fulfill finished goods procured directly/ indirectly from the vendors from the countries sharing a land border with India. A copy of the valid registration by the Competent Authority is enclosed along with this declaration for Evidence.

iii. We are aware that, such registration with Competent Authority should be valid at the time of submission of bids and at the time of acceptance of bids.

n) I/We is aware of the fact that, if the information provided by us in this certificate/declaration is found to be false at any stage, this would be a ground for immediate termination of order/ contract/ LOI and further legal action against us in accordance with the law.

Date: / /

Authorized Person's Signature of the participant

Bidder Name & Designation with

Seal